



May 14, 2010

William Rinchik
VP Finance and New Ventures
Freedom Broadcasting
17666 Fitch
Irvine, California 92614

Re: CW Affiliation Agreement Modifications: KFDM-DT, WLAJ-DT, KTVL-DT

Dear Mr. Rinchik:

On or about September 1, 2009, Freedom Broadcasting of Texas, Inc., Freedom Broadcasting of Michigan, Inc., and Freedom Broadcasting of Oregon (the licensees of KFDM-DT, WLAJ-DT, and KTVL-DT (collectively, "Stations") respectively) (which, together with Freedom Broadcasting, Inc. are herein referred to as "Freedom") and various affiliates filed for protection under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware, thereby commencing bankruptcy cases nos. 09-13059 (BLS), 09-13051 (BLS), and 09-13055 (BLS) respectively, which have been jointly administered with other related bankruptcy cases under the lead case no. 09-13046 (BLS), entitled *In re Freedom Communications Holdings, Inc. et al.* (the "Freedom Bankruptcy").

By order dated March 9, 2010 ("the Confirmation Order"), the Bankruptcy Court confirmed the reorganization plan submitted by Freedom and its affiliates in the Freedom Bankruptcy (the "Freedom Plan"). In accordance with the Freedom Plan and the Confirmation Order Freedom has assumed various agreements, including the affiliation agreement dated as of March 27, 2006, between Freedom and The CW Network with regard to the Stations, pursuant to the Freedom Plan and 11 U.S.C. §365, as of the date on which the Freedom Plan becomes effective. The Freedom Plan became effective on April 30, 2010. On April 30, 2010, the Bankruptcy Court entered an order in the Freedom Bankruptcy entitled Order Under 11 U.S.C. § 365 and 1123 and Fed. R. Bankr. P. 6006 Approving Assumption of Executory Contracts and Unexpired Leases on Second Contract/Lease Schedule and Fixing Related Cure Amounts ("Second Assumption Order"), which provides for assumption of the affiliation agreement dated as of March 27, 2006, between Freedom and The CW Network with regard to the Stations, among others. Paragraph 3 of the Second Assumption Order provides that the terms and/or cure amounts of any assumed agreement may be modified by (among other things) an agreement executed by Freedom and the other party to that agreement.

RUSSELL H. MYERSON

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The following are the basic terms and conditions of the agreement, modified as of the date first given above, between Freedom Broadcasting, Inc. (on behalf of Freedom Broadcasting of Texas, Inc., Freedom Broadcasting of Michigan, Inc., and Freedom Broadcasting of Oregon as applicable) and The CW Network, LLC ("The CW") for the affiliation of the "Stations" (as defined above) with The CW Plus television service ("The CW Plus"), which is programmed and distributed by The CW.

This agreement will be deemed to be a separate, independent, and severable agreement for each of the Stations.

Stations/Call Letters:

Beaumont-Port Arthur, Texas / KFDM-DT
Lansing, Michigan / WLAJ-DT
Medford - Klamath Falls, Oregon / KTVL-DT

Affiliation type: Non-HDTV [4MHz or functional equivalent] digital only

Term: The Term began with CW Plus's 2006/2007 broadcast season and will continue until the earliest of the dates at which The CW Plus either ceases operating as a network or substantially restructures the ownership of The CW Plus or the last day of The CW Plus's 2010/2011 broadcast season.

Programming: The program schedule for The CW Plus's 2009/2010 broadcast season will contain all the programs set forth in Appendix A. The schedule (but not the programming) is subject to change upon reasonable notice at the discretion of The CW Plus. As noted thereon, The CW Plus will provide programming to fulfill all FCC educational and informational programming requirements. Except as set forth in the following paragraph, The CW Plus will integrate all on-air promotion and marketing materials into the CW Plus signal. The Stations and The CW Plus will integrate Commercials and Local Programming into the CW Plus signal as set forth below.

Local Programming: All time periods set forth in Appendix A as "Local" (other than the period reserved for local news broadcasts) will be available to Stations for programming in its discretion. Should Stations not program any local time period, The CW Plus will provide back-up programming as needed.

Local Commercial Inventory: Advertising availabilities will be as set forth in the attached Appendix B. Commercial splits are subject to change based upon modifications to The CW Plus program schedule for a given time period. The total aggregate inventory levels of the program schedule will not change materially throughout the term of the agreement.

Clearance: Subject to the exceptions and limitations set forth below and set forth in the FCC rules, there will be full in-pattern clearance of the CW Plus program schedule (or such programs' replacements or successors) without time compression, squeezing, or alteration in The CW Plus signal, as set forth in the attached Appendix A.

Pre-emptions: Any CW pre-empted programming will be recorded by affiliate and re-broadcast in a time period upon which the applicable Station and CW shall mutually agree and which shall be of the quality and value comparable to that of the scheduled program times. All non-CW Prime Time preemptions shall be made good during established "local" time, where possible. Approval of pre-emptions by the CW will not be unreasonably withheld. Stations are responsible for broadcasting 100% of the barter advertising associated with any syndicated programming pre-empted by local programming within the program in a time period mutually acceptable to the CW and the syndicated program provider.

Stations will traffic and physically distribute the local programming completely aside and apart from the CW's traffic system and commercial server equipment, if utilized.

Effective January 1, 2010, each of the Stations shall be allowed to pre-empt The CW Plus programming up to 25 hours per season for special events programming of local interest. No more than 15 hours per season can be scheduled in primetime. All other pre-emption terms and conditions will be as set forth above in this section.

Cable & Satellite Retransmission:

(a) Stations will use commercially reasonable efforts to secure the retransmission of the station on every cable television head-end within the DMA and on any DBS carrier or carriers providing local-into-local service within the DMA. Stations will also be responsible for providing all equipment necessary for the cable operator or DBS carrier to receive the channel.

b) Stations will use commercially reasonable efforts to secure a channel position adjacent to the positions of ABC, CBS, Fox, and NBC on the same tier as other broadcast stations in the DMA. Cable systems will be permitted to retransmit Stations only on fully-penetrated basic or expanded basic tiers.

Promotion Requirements: KFDM-DT:

a) Cross-promotion on primary station: Station shall schedule on its primary channel (if any and if Station is not the primary) at least five thirty-second day-and-date CW series promos every day between 6am-2am, provided that for the three hours prior to prime time, Station will broadcast at least one thirty-second day-and-date CW series promo.

b) Launch Promotion: Station will expend \$5,000 in out-of-pocket third party off air media from seven weeks prior to launch through the end of the November, 2006 sweep to launch The CW Plus. All such promotion will contain a specific reference to CW series, including day and time. These sums shall be targeted to deliver a minimum reach of 75% against a target audience of 18-34 year-olds. The basic creative executions will be subject to approval by The CW Plus, provided such approval shall not be unreasonably withheld. Participation in The CW Plus co-op program, to the extent it is offered and agreed to, will be applied against this obligation.

c) Annual Promotion: Station will expend on an annual basis at least \$10,000 in out-of-pocket third-party off-air media solely supporting specific CW prime time series including day and time. These sums will be targeted to deliver a minimum reach of 75% against a target audience of 18-34 year-olds. The basic creative executions will be subject to approval by The CW, provided such approval will not be unreasonably withheld. Participation in The CW Plus co-op program, to the extent it is offered and agreed to, will be applied against this obligation. Effective January 1, 2010, this obligation may be met by either cash or trade promotion.

d) If the CW-provided website is not utilized by the Station, then any Station websites will include prominent branding of The CW Plus.

Promotion Requirements: WLAJ-DT:

a) Cross-promotion on primary station: Station shall schedule on its primary channel (if any and if Station is not the primary) at least seven thirty-second day-and-date CW series promos every day between 6am-2am, provided that for the three hours prior to prime time, Station will broadcast at least one thirty-second day-and-date CW series promo.

b) Launch Promotion: Station will expend \$10,000 in out-of-pocket third party off air media from seven weeks prior to launch through the end of the November, 2006 sweep to launch The CW Plus. All such promotion will contain a specific reference to CW series, including day and time. These sums shall be targeted to deliver a minimum reach of 75% against a target audience of 18-34 year-olds. The basic creative executions will be subject to approval by The CW Plus, provided such approval shall not be unreasonably withheld. Participation in The CW Plus co-op program, to the extent it is offered and agreed to, will be applied against this obligation.

c) Annual Promotion: Station will expend on an annual basis at least \$20,000 in out-of-pocket third-party off-air media solely supporting specific CW prime time series including day and time. These sums will be targeted to deliver a minimum reach of 75% against a target audience of 18-34 year-olds. The basic creative executions will be subject to approval by The CW, provided such approval will not be unreasonably withheld. Participation in The CW Plus co-op program, to the extent it is offered and agreed to, will be applied against this obligation. Effective January 1, 2010, this obligation may be met by either cash or trade promotion.

d) If the CW-provided website is not utilized by the Station, then any Station websites will include prominent branding of The CW Plus.

Promotion Requirements: KTVL-DT:

a) Cross-promotion on primary station: Station shall schedule on its primary channel (if any and if Station is not the primary) at least five thirty-second day-and-date CW series promos every day between 6am-2am, provided that for the three hours prior to prime time, Station will broadcast at least one thirty-second day-and-date CW series promo.

b) **Launch Promotion:** Station will expend \$5,000 in out-of-pocket third party off air media from seven weeks prior to launch through the end of the November, 2006 sweep to launch The CW Plus. All such promotion will contain a specific reference to CW series, including day and time. These sums shall be targeted to deliver a minimum reach of 75% against a target audience of 18-34 year-olds. The basic creative executions will be subject to approval by The CW Plus, provided such approval shall not be unreasonably withheld. Participation in The CW Plus co-op program, to the extent it is offered and agreed to, will be applied against this obligation.

c) **Annual Promotion:** Station will expend on an annual basis at least \$10,000 in out-of-pocket third-party off-air media solely supporting specific CW prime time series including day and time. These sums will be targeted to deliver a minimum reach of 75% against a target audience of 18-34 year-olds. The basic creative executions will be subject to approval by The CW, provided such approval will not be unreasonably withheld. Participation in The CW Plus co-op program, to the extent it is offered and agreed to, will be applied against this obligation. Effective January 1, 2010, this obligation may be met by either cash or trade promotion.

d) If the CW-provided website is not utilized by the Station, then any Station websites will include prominent branding of The CW Plus.

Distribution Rights: Free over-the-air television broadcast rights in the DMA.

Distribution Exclusivity: Free over-the-air television broadcast rights in Community of License and outside the Community of License in the DMA to the extent permitted by FCC rules and regulations.

Network Non-Duplication Protection: Network non-duplication and syndicated exclusivity protection as against MVPD importation of all duplicating CW-provided programming in analog or digital format into the DMA to the fullest extent provided by FCC rules from one day prior to the airing of the program until seven days after such airing.

Reception and broadcast equipment/commercial and program insertion:

a) The CW Plus will provide Stations with a digital satellite receiver. Stations will provide all other equipment necessary to receive the signal of The CW Plus.

b) Stations will traffic and insert commercials in the signal of The CW Plus locally.

c) If Stations decide to originate programming locally, the origination, insertion, and commercial integration of that programming will be the sole responsibility of Stations.

Digital Spectrum: All rights and obligations of Stations and The CW Plus under the Affiliation Agreement (including, without limitation, program carriage, promotion, and commercial announcements) will apply to all transmissions of Stations, whether on a digital or analog channel, or both. Stations propose to broadcast The CW Plus only on a digital

channel on a multiplexed basis. Within twenty-four months of the time compression technology permits broadcast of two HDTV signals on a single digital tier using commercially available equipment, Stations will broadcast in the HDTV format all Network Programming and advertiser and program-related material provided to Stations in the HDTV format. Stations are not obliged to provide network with more than one digital channel in its DMA.

Assignment: No assignment without prior written consent from The CW which will not be unreasonably withheld taking into account the business interests of The CW and that the assignee agrees to an assumption of all obligations.

Notwithstanding the above, transactions approved and/or effected by the plan of reorganization confirmed by order entered on March 9, 2010, in Freedom's bankruptcy proceedings will not require prior written consent but the assignee, if any, must agree in writing to an assumption of all obligations. "Short form" assignments or transfers per FCC rules will not require prior written consent but assignee must agree in writing to an assumption of all obligations.

Subject to The CW's consent rights as set forth above, Freedom may assign the agreement as it pertains to any individual Station without affecting the agreement for other Stations.

Confidentiality: The terms of this Offer, the Affiliation Agreement, and discussions related thereto, will not be disclosed to anyone who is not either employed by the Stations or the corporate ownership of the Stations, other than auditors or third parties with whom Stations or the corporate ownership of the Stations have a confidential relationship, provided that such employees or third parties agree to preserve the confidentiality. Notwithstanding the foregoing, adherence to FCC filing requirements and other laws or regulations will not constitute a violation of this point; provided that Stations use their best efforts to protect the confidentiality of the material terms herein and disclose only those terms which are mandated by such law or regulation. Any press release regarding the terms of this negotiation or Agreement shall be mutually pre-approved. The parties participation in negotiations related hereto shall constitute their agreement to comply with this Confidentiality provision.

Cure: As set forth in the Second Assumption Order, the cure amounts for the Stations are as follows:

WLAJ: \$34,100
KFDM: \$21,700
KTVL: \$15,500

Payment of the cure amounts will be a pre-condition to the effectiveness of the modifications contained herein.

Programming Fees: A minimum of \$1,150 per day in total for the three Stations granted affiliations, or 30% of monthly Station Net Revenues for the three Stations granted affiliations (as defined below), whichever is greater, payable monthly no later than thirty


days following the close of each month. Effective January 1, 2010, the daily fees will be a minimum of \$275 for WLAI, \$175 for KFDM, and \$125 for KTVL.

Station Net Revenues are all revenues or consideration of any nature paid or payable to Affiliate attributable to the sale of local advertising time on Stations (including all revenues from infomercial sales and other local programming) minus any applicable agency commissions (not exceeding 15%) for advertising agencies not directly owned or operated by Affiliate.

Other terms and conditions will be contained in a definitive Affiliation Agreement not inconsistent with the terms of this Offer proposed, negotiated in good faith between the parties, and containing such additional provisions as are customary for network affiliation agreements (e.g. and without limitation, first call rights for CW programming, indemnification, force majeure, and representations and warranties).

Sincerely,

The CW Network, LLC



By: Russell H. Myerson

Its: EVP

Agreed & Accepted:

Freedom Broadcasting

By: 

Its: President

Appendix A
Program Schedule - First Quarter 2010- as of March 8, 2010
All times Eastern

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
6:00A	The Daily Buzz					Local/Various	Local/Various	6:00A
6:30A						Local/Various	Local/Various	6:30A
7:00A						Winx Club (E/I)	Local/Various	7:00A
7:30A						Winx Club (E/I)	Local/Various	7:30A
8:00A						Dinosaur King	Tomorrow's World	8:00A
8:30A						Dinosaur King	In Touch Ministries	8:30A
9:00A	The Steve Wilkos Show					Yu-Gi-Oh!	Key of David	9:00A
9:30A						Yu-Gi-Oh!	Key of David	9:30A
10:00A	Tyler Perry's House of Payne					Sonic X	Local/Various	10:00A
10:30A	Tyler Perry's House of Payne					Sonic X	Local/Various	10:30A
11:00A	The Cosby Show					TM Ninja Turtles	Gladiators 2000 (E/I)	11:00A
11:30A	The Cosby Show					Chaotic	Edgemont (E/I)	11:30A
12:00P	Various					Edgemont (E/I)	Edgemont (E/I)	12:00P
12:30P	Know the Cause					Edgemont (E/I)	Edgemont (E/I)	12:30P
1:00P	Local / Various					MGM Presents: Outer Limits	CW Afternoon Movie	1:00P
1:30P	Local / Various							1:30P
2:00P	The Steve Wilkos Show					DaVinci's Inquest		2:00P
2:30P							2:30P	
3:00P	The Tyra Show					CW Afternoon Movie	3:00P	
3:30P							3:30P	
4:00P	The Tyra Show						CW Afternoon Movie	4:00P
4:30P						4:30P		
5:00P	Reba					Smash Cuts	Smash Cuts	5:00P
5:30P	Reba					Smash Cuts	Smash Cuts	5:30P
6:00P	The King of Queens					American Idol Rewind	House of Payne	6:00P
6:30P	The King of Queens						House of Payne	6:30P
7:00P	That '70s Show					That '70s Show	CW Movie of the Week	7:00P
7:30P	That '70s Show					That '70s Show		7:30P
8:00P	Life Unexpected	90210	America's Next Top Model	The Vampire Diaries	America's Next Top Model (Encore)	Reba		8:00P
8:30P						Reba	8:30P	
9:00P	Gossip Girl	Melrose Place	High Society	Supernatural	High Society (Enc)	The King of Queens	Cheaters	9:00P
9:30P						The King of Queens	9:30P	
10:00P	Married with Children					Married with Children	Cops	10:00P
10:30P	Married with Children					Married with Children	Cops	10:30P
11:00P	Roseanne					Comedy.tv	Punk'd	11:00P
11:30P	Roseanne						Punk'd	11:30P
12:00A	The Bernie Mac Show					Brian McKnight Show	Punk'd	12:00A
12:30A	Cops						Punk'd	12:30A
1:00A	Cops					DaVinci's Inquest	Regenesis	1:00A
1:30A	Local / Various							1:30A
2:00A	Local/Various							2:00A
2:30A								2:30A
3:00A								3:00A
3:30A								3:30A
4:00A								4:00A
4:30A								4:30A
5:00A								5:00A
5:30A								5:30A
6:00A								6:00A
6:30A								6:30A
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	

Appendix B
Advertising Availabilities
(All Times Eastern)

Weekdays

	Local Minutes of Avails	Half Hour Local Programming Avails
Daypart		
6AM-9AM	22	
9AM-11AM	13	
11AM-3PM	15.5	4
3PM-5PM	8	
5PM-8PM	33	
8PM-10PM	6	
10PM-12AM	11.5	
12AM-1:30AM	10	
1:30AM-5:59AM		9

*A thirty minute local news program may be scheduled from 10-10:30PM

Saturdays

Daypart		
6AM-7AM		2
7AM-12 Noon	5	
12PM-6PM	29	
6PM-8PM	16	
8PM-10PM	15	
10PM-12AM	15.5	
12AM-2AM	11	
2AM-5:59AM		8

*A thirty minute local news program may be scheduled from 10-10:30PM

Sundays

Daypart		
6AM-8AM		4
10AM-11AM		2
11AM-5PM	29	
5PM-7PM	8	
7PM-10PM	9	
10PM-12AM	14.5	
12AM-2AM	11	
2AM-5:59AM		8

*A thirty minute local news program may be scheduled from 10-10:30PM